3 Ch. 265; *Kingham* v. *Kingham*, [1897] 1 I. R. 170; *Girad Trust Co.* v. *Russell*, 179 Fed. 446. If, however, an immediate gift to charity has been made, though its application is postponed indefinitely, courts adopting the *cy-près* doctrine sustain the gift. *Chamberlayne* v. *Brockett*, L. R. 8 Ch. App. 206; *Brigham* v. *Brigham Hospital*, 134 Fed. 513; *Jones* v. *Habersham*, 107 U. S. 174. And see GRAY, RULE AGAINST PERPETUITIES, 3 ed., § 615. Since the courts look favorably upon charitable gifts, they will search industriously for an intent to vest the gift immediately. *Re Gyde*, 79 L. T. R. 261; *Brigham* v. *Brigham Hospital*, *supra*. Conceivably, where, as in the principal case, the condition is the establishment of the charitable institution, the funds accumulating meanwhile for its sole benefit, an immediate gift for charitable purposes might be made out. *Cf. Jones* v. *Habersham*, 107 U. S. 174, 191. But the court's conclusion that the designation of a specific institution as legatee precludes such a construction seems sound. The gift failing, the next of kin were rightly held entitled. *In re White's Trusts*, 33 Ch. Div. 449; *Fowler* v. *Attorney General*, [1909] 2 Ch. 1; *Brooks* v. *Belfast*, 90 Me. 318.

STATUTES — INTERPRETATION — SOLDIERS' AND SAILORS' CIVIL RELIEF ACT. — In an action for injuries alleged to have been caused by the negligence of defendant's motorman, the defendant moved for a continuance because the motorman, its sole witness, was in military service in France. The motion was refused on the ground that judgment for the plaintiff would not prejudice the rights of the motorman protected by the Soldiers' and Sailors' Civil Relief Act. *Held*, that the motion be granted. *Ilderton* v. *Charleston Consolidated Railway and Lighting Co.*, 101 S. E. 282 (S. C.).

A judgment for the plaintiff was reversed and remanded. A Texas statute provided that if this occurred a mandate must be taken out within one year to save the cause. (1913 MCEACHIN'S TEX. CIV. STAT. ANN., Art. 1559.) The plaintiff was in the military service during that period and now moves that issuance of the mandate be ordered. The defendant demurs on the ground that the state statute is mandatory and that the Civil Relief Act is inapplicable. *Held*, that the motion be granted. *Kuehn* v. *Neugebauer*, 216 S. W. 259 (Tex.).

The federal Soldiers' and Sailors' Civil Relief Act was enacted to suspend temporarily all legal proceedings which might prejudice the civil rights of persons in military service during the war. See ACT OF CONGRESS, March 8, 1918, Art. 1, § 100. The right to stay proceedings was made discretionary with the court. *Konkel* v. *State*, 168 Wis. 335, 170 N. W. 715; *State* v. *Klene*, 212 S. W. (Mo.) 55. See ACT OF CONGRESS, March 8, 1918, ART. 2, § 201. Hence if the party in service could still protect his interests, the court need not interfere. *Dietz* v. *Treupel*, 170 N. Y. Supp. (App. Div.) 108. In some states similar statutes were passed which, however, provided that suspension of proceedings should be absolute and not discretionary. *Thress* v. *Zemple*, 174 N. W. (N. D.) 85. Such statutes were declared constitutional as not impairing the obligation of contracts. *Pierrard* v. *Hoch*, 184 Pac. (Ore.) 494. Similar legislation passed during the Civil War was held constitutional. *Breitenbach* v. *Bush*, 44 Pa. St. 313; *Bruns* v. *Crawford*, 34 Mo. 330. The federal act prohibited eviction of dependents of a soldier, foreclosure of mortgages on his property except under an order of court, and similar proceedings detrimental to his interests. *Gilluly* v. *Hawkins*, 182 Pac. (Wash.) 958; *Hoffman* v. *Charleston Five Cents Savings Bank*, 231 Mass. 324, 121 N. E. 15; *Vaughn* v. *Charpiot*, 213 S. W (Tex.) 950. But the benefit of the act was limited strictly to persons in the service. *Howie Mining Co.* v. *McGary*, 256 Fed. 38; *Harrell* v. *Shealey*, 100 S. E. (Ga.) 800. The principal cases seem rightly decided. The view of the South Carolina court that the judgment in this suit would be some evidence of negligence in a subsequent suit by the company against the motorman for reimbursement is sufficient ground for a continuance under the broad terms of

the act. See *Logan* v. *Atlanta R. R. Co.*, 82 S. C. 518, 523, 64 S. E. 515, 516; *Boston & Me. R. R.* v. *Brackett*, 71 N. H. 494, 496, 53 Atl. 304, 305.

TELEGRAPH AND TELEPHONE COMPANIES — CONTRACTS AND STIPULATIONS LIMITING LIABILITY — EFFECT OF THE MANN-ELKINS ACT UPON LIMITATION OF LIABILITY FOR INTERSTATE MESSAGES. — A telegraph company negligently made an error in the transmission of an interstate unrepeated message which was sent under an agreement that in case of error, whether due to negligence or other causes, the telegraph company should not be liable for more than the amount paid for the transmission. Under the law of Mississippi the agreement was void. The Mann-Elkins Act of 1910 (36 STAT. AT L. 539) brought telegraph companies engaged in interstate business within the provisions of the Act to Regulate Commerce. *Held*, that state laws have thereby been rendered inoperative and that the agreement is valid. *Postal Telegraph-Cable Co.* v. *Warren-Godwin Lumber Co.*, U. S. Sup. Ct., October Term, 1919, No. 91.

A statute of Indiana provided for a penalty to be recovered by the sender for delays in the transmission of unrepeated telegrams. *Held*, that the statute is inoperative upon interstate messages. *Western Union Telegraph Co.* v. *Boegli*, U. S. Sup. Ct., October Term, 1919, No. 83.

Many states have held agreements limiting liability void as attempts by telegraph companies to contract themselves out of their common-law liability for negligence. *Ayer* v. *W. U. Tel. Co.*, 79 Me. 493, 10 Atl. 495; *W. U. Tel. Co.* v. *Robertson*, 59 Tex. Civ. App. 426, 126 S. W. 629. See Emlin McLain, "Limitation of Liability for Negligence," 28 HARV. L. REV. 550, 561. See also 30 HARV. L. REV. 391. Other states and the federal courts have held them reasonable and valid. *Wheelock* v. *Postal Tel.-Cable Co.*, 197 Mass. 119, 83 N. E. 313; *Weld* v. *Postal Tel.-Cable Co.*, 199 N. Y. 88, 92 N. E. 415. *Primrose* v. *W. U. Tel. Co.*, 154 U. S. 1. But state policy, in the absence of Congressional action, remained unaffected by the federal doctrine. *W. U. Tel. Co.* v. *James*, 162 U. S. 650; *W. U. Tel. Co.* v. *Crovo*, 220 U. S. 364. In 1910 Congress extended the Interstate Commerce Act to include telegraph companies engaged in interstate business and provided that messages might be classified into repeated and unrepeated. 36 STAT. AT L. 544. Some courts have construed this statute to apply only to rates and not to deprive the states of power to apply their own laws of liability. *Des Arc Oil Mill Co.* v. *W. U. Tel. Co.*, 132 Ark. 335, 201 S. W. 273; *Bowman & Bull Co.* v. *Postal Tel.-Cable Co.*, 124 N. E. (Ill.) 851. The principal cases apparently go on the ground that the statute appropriates the whole field to the federal courts, without positively enacting the validity of agreements limiting liability. The Supreme Court is thus left free to apply its own view of the common law. *Adams Express Co.* v. *Croninger*, 226 U. S. 491. A third and preferable view, reaching the same ultimate result, is that the statute positively enacts the validity of the classification of messages into repeated and unrepeated for purposes of limiting liability. *Gardner* v. *W. U. Tel. Co.*, 231 Fed. 405; *W. U. Tel. Co.* v. *Bilisoly*, 116 Va. 562, 82 S. E. 91.

WILLS — CONSTRUCTION — RULE IN SHELLEY'S CASE — WHETHER *ISSUE* A WORD OF PURCHASE OR OF LIMITATION — EFFECT OF STATUTE ABOLISHING NECESSITY OF WORDS OF LIMITATION TO PASS A FEE. — A testator devised land upon trust for A for life, and upon her death then for her lawful issue, and if there be more than one, as tenants in common, with a gift over if there be no lawful issue. A statute passed prior to the making of the will provided that in devises of land words of limitation should no longer be necessary to pass the fee. (1890 VICTORIAN STAT. 3620.) The question was whether A took a life estate or an estate tail. *Held*, that A took a life estate. *In re Cust*, [1919] V. L. R. 693 (Australia).

The rule in Shelley's case has no application unless the words used in the